CONSTITUTIONAL LAW — INTERFERENCE WITH INTERSTATE COMMERCE BY QUARANTINE REGULATIONS—PARTIES—STATE OF LOUISIANA v. STATE OF TEXAS, 30 Sup. Ct., Rep. 251.—The State of Texas passed an act, under pretext of a quarantine regulation, excluding all goods from the State coming from New Orleans. In an action to test the validity of such act. *Held*, that the State of Louisiana could not maintain the suit, not being a proper party. See Comment.

CONSTRUCTIVE FRAUD—BURDEN OF PROOF—ROSEVEAR v. SULLIVAN ET AL., 62 N. Y. Supp. 447—Where an aged woman, mentally and physically weak, grants her property to one in possession of all his faculties, *held*, that the burden of proof that the transactions was fair is on the grantee, and if there be failure in this, constructive fraud will be presumed. *Green* v. *Roworth*, 113 N. Y. 462.

Woodward, J., dissented on the ground that sanity and ability to transact business are the ordinary conditions of grown men, and he who attacks the ability of a grantor to execute a deed, must prove the lack of ability by a preponderance of evidence. *Jones* v. *Jones*, 137 N. Y. 610. Where, as in this case, there is no fiduciary relation, influence must be proved by extrinsic evidence: *Fisher* v. *Bishop*, 108 N. Y. 25.

CONTRACTS REQUIRING CLAIM FOR DAMAGES TO BE PRESENTED WITHIN CERTAIN TIME—DAVIS v. WESTERN UNION TEL. CO., 54 S. W. 849 (Ky.).—In an action to recover damages for failure to deliver a telegram, *held*, that the stipulation in the contract for the transmission of the message requiring any claim for damages to be presented in writing within 60 days after the message is filed, is void as against public policy.

This decision is in accord with the rule laid down in *Enbank et al.* v. *Western Union Tel. Co.* 38. S. W. 1068 (Ky.); *Dryling* v. *The N. Y. and Wash. Print. Tel. Co.*, 35 Penn. St. 298. But the contrary view has been held in some states and in the Supreme Court of the United States on the ground that such stipulation is reasonable and obligatory. *Bearsley* v. *Western Union Tel. Co.*, 39 Fed. Rep. 181; *Dougherty* v. *Western Union Tel. Co.*, 54 Ark. 221; *Primrose* v. *Western Union Telegraph Co.*, 154 U. S. 1.

CONTRACT—SUBROGATION—REFORMATION—ACCOUNT BOOKS—FALSIFICATION BY CASHIER—STATE BANK OF PIKE v. NAFUR ET AL., 61 N. Y. Sup. 779.—Plaintiff purchased assets of a firm and contracted to pay all of defendant's obligations, "as shown by the books of said firm." Five years later they discovered that cashier had falsified a particular book, on which they had based their previous calculation, and that they had paid out more than they supposed themselves liable to pay. *Held*, That where the defendants had made no fraudulent representations and there was no mistake by either party as to the terms of the contract, they could not recover the money in equity.

The plaintiff's contention for relief under the equitable doctrine of subrogation on the ground of mistake of fact, can not be allowed in the case at bar because the plaintiff "had the means of correct information within his power, but negligently omitted to avail himself of them." *24 Am. and Eng Ency. of Law* 284. The books were all in the hands of the plaintiff and an examination of them would have disclosed the error, as only one had been falsified. *Story on Equity* discusses this matter, § 105. That equity will not reform a contract for a mistake of law is well established, but it will grant a reformation if there is a *mutual* mistake of fact. However, in the case under consideration the mistake was unilateral, nor was this by reason of any fraudulent representations on the part of the defendant.

DANGEROUS MACHINERY—WARNING EMPLOYES—PRIOR ACCIDENTS—WYMAN v. ORR ET AL, 62 N. Y. Supp. 195.—Plaintiff, a boy of 15, was employed in a